

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION**

IN RE:
GREGORY EUGENE MARCELLUS

Case No. 17-60419
Chapter 13

KATHERINE MICHELE MARCELLUS

Debtor(s),

FIRST GUARANTY MORTGAGE)
CORPORATION)
)
Movant,)
v.)
)
GREGORY EUGENE MARCELLUS)
KATHERINE MICHELE MARCELLUS)
Debtor)
PATRICIA ANN MITCHUM, Co- Debtor, and)
Herbert L Beskin(82), Trustee.)
Respondents)

NOTICE OF NONCOMPLIANCE

PLEASE TAKE NOTICE that the above captioned Debtor has failed to comply with the terms of this Court's order entered on the docket on August 01 ,2018 (DOC No.70) (the "Agreed Order"); to-wit:

1. The Debtor has missed the payments pursuant to the Agreed Order, and the account is currently due for:
 - a) Regular Post-Petition Payments from March 01 ,2019 through August 01, 2019 in the amount of \$1,909.07 per month,
 - b) plus the charge associated with this notice \$100.00,
 - c) less the suspense balance in the amount of \$1,282.72_.

The total amount necessary to cure the defaults set forth above is \$10,271.70.

2. Pursuant to the terms of the Agreed Order, the Debtor or the Trustee, within fifteen (15) days of the date of this Notice of Noncompliance (the "Cure Period"), must either (i) cure the Default by tendering \$10,271.70 (total amount of the Default) to the Movant in certified funds or cashier's check, (ii) file an objection with the court stating that no default exists; or (iii) file an objection with the court stating any other reason why an order granting relief from the automatic stay

should not be entered.

3. Any cure of the Default must include payment of all amounts set forth herein as well as payments which have substantially become due under the terms of the Agreed Order and any amounts that are due at the time Debtor cures the Default. Acceptance of partial payment by the Movant during the Cure Period shall not constitute a satisfaction or waiver of the Notice of Default. Any cure payments should be made payable to Rushmore Loan Management Services and sent to PO BOX 52708 IRVINE, CA 92619.
4. If the Debtor does not take one of the actions set forth in paragraph two (2) within the Cure Period, the Movant may file a certificate with the Court stating that the Movant has complied with the terms of the Agreed Order, and the Court may grant relief from the automatic stay without further notice to the Debtor. If the automatic stay is terminated, the Property may be sold at a foreclosure sale.

Respectfully Submitted,

/s/ Amy Czekala
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Attorney for Movant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing was mailed first-class, postage prepaid this 6th day of September, 2019, to:

Gregory E. Marcellus
4 Fitzgerald Road
Cumberland, VA 23040

Katherine M. Marcellus
4 Fitzgerald Road
Cumberland, VA 23040
Debtor(s)

Patricia Ann Mitchum
4 Fitzgerald Road
Cumberland, VA 23040
Co-debtor
and by the Court's CM/ECF notification system to:

Jeremy C. Huang
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Attorney for Debtor

Herbert L. Beskin(82)
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Chapter13 Trustee

US Trustee
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USTPRegion04.RN.ECF@usdoj.gov
U.S. Trustee

By: /s/ Amy Czekala
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